

REMARKS

The Office Action dated September 4, 2008 has been received and carefully noted. The above amendments to the claims, and the following remarks, are submitted as a full and complete response thereto.

Claims 1, 5, 17, 27 and 28 have been amended to more particularly point out and distinctly claim the subject matter of the invention. Claim 4 has been canceled without prejudice or disclaimer. No new matter has been added and no new issues are raised which require further consideration or search. Claims 1, 2, 5-10, 17-20, 27 and 28 are presently pending.

Claims 1, 2, 4-10, 17-20, 27 and 28 were rejected under 35 U.S.C. §102(e) as being anticipated by Young et al. (U.S. Patent Publication No. 2002/0072412) in view of Brown et al. (U.S. Patent Publication No. 2003/0115203). The Office Action took the position that Young discloses all of the elements of the claims with the exception of communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service. The Office Action then relied on Brown to cure these deficiencies of Young. This rejection is respectfully traversed for at least the following reasons.

Claim 1, upon which claims 2 and 4-10 are dependent, recites a method that includes initiating a provision of a service for at least two parties. The method includes verifying that each of the at least two parties is capable of paying for use of the service. The method also includes generating payment information by communicating at least one

message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information. Communicating the at least one message between the at least two parties includes agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service. The method also provides charging for use of the service based on the payment information.

Claim 17, upon which claims 18-20 are dependent, recites an apparatus that includes an enabler configured to enable simultaneous provision of a service for at least two parties. The apparatus also includes a verifier configured to verify that the at least two parties using the service are capable of paying for use of the service. The apparatus also includes a generator configured to provide payment information for the use of the service by the at least two parties for use in charging for the use of the service by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information. Communicating the at least one message between the at least two parties includes agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service.

Claims 27 and 28 are respective computer program claims and means-plus-function types claims corresponding to one or more of the other independent claims.

As will be discussed below, the teachings of Young and Brown fail to disclose all of the elements of the claims, and therefore fail to provide the features discussed above. The rejection is respectfully traversed for at least the following reasons.

Young is directed to an online gaming system that allows multiple players to play online games with one another over the Internet. Players may connect to the online gaming system 100 from their user terminal 116 to a remote server 104. A user interface is used to provide a log-in access page and to display user account information to the player upon receiving access to the online gaming system 100. Once a player has established a connection with the gaming system 100, the user may meet other potential opponents who have also successfully logged onto the gaming system 100 (see paragraph [0018] of Young).

The players may be able to negotiate a monetary prize amount which is payable upon a player successfully winning a particular game. An example operation of the online gaming system 100 is illustrated in the flow chart of FIG. 5. A prize incentive module 124 receives the player identifications, the game to be played, the prize amount, and the determined winner split, which may be decided by the players themselves. The only monetary negotiation the players engage is the prize amount.

Young fails to disclose “communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information”, as recited, in part, in independent claims 1, 17,

27 and 28. The Office Action admitted that Young failed to teach this feature of the claims.

In addition to the above-noted deficiencies of Young. Applicants also submit that Young fails to teach or suggest “wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28. The Office Action alleged that Young teaches this feature of the claims and relied on paragraph [0022] of Young for support (see page 3, paragraph “7” of the Office Action). Applicants submit that Young, and, additionally, Brown both fail to teach the above-noted subject matter of the claims.

Referring to paragraph [0022] of Young, a prize amount for winning a game may be specified by a lead player. The prize amount option may be won by a single player or split among multiple players, such as, for example, in a multiple race game with 1st, 2nd and 3rd place winners etc. The online gaming system gives players the ability to customize the prize incentives to match their own incentives. Once the information in the online gaming screen 200 has been entered, a provisional acceptance screen is displayed to all players. The players will then be allowed to confirm the selections made by the lead player.

Contrary to the teachings of paragraph [0022] of Young, the disclosure of Young fails to disclose “wherein communicating the at least one message between the at least

two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28. The parties in Young (e.g., the lead player and other player(s)) do not communicate a message to pay for the use of the service. At best, players are given an option to agree or disagree to a payout scheme of prize money offered by the lead player. The cost of the service itself is not part of the interaction between the players in Young.

In addition to the above-noted deficiencies of Young, Applicants submit Brown also fails to cure the deficiencies of Young. Brown discloses a call completion system 100 (see FIG. 1 of Brown). In operation, a caller 102 submits a call request to server 110 to connect with a called party 104. Caller 102 identifies called party 104 with a telephone number, e-mail address or another identifier which identifies called party 104. The called party 104 may have a predetermined preference setup to allow caller 102 to be placed as a caller with immediate service available or conversely as a blocked caller. A database may be used to store the call as a pending request. Ultimately, a classification is used to determine the information that is displayed to the party using the call service.

Brown fails to cure the deficiencies of Young with respect to claim 1. For instance, Brown fails to disclose “wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent

claims 17, 27 and 28. Brown does not disclose any information that relates to the payment of services between users of the respective service.

Therefore, for at least the reasons stated above, Applicants submit that Young and Brown, taken individually or in combination, fail to teach all of the subject matter of independent claim 1, and similarly independent claims 17, 27 and 28. By virtue of dependency, Young also fails to teach the subject matter of dependent claims 2, 4-10 and 18-20. Withdrawal of the rejection of claims 1, 2, 5-10, 17-20, 27 and 28 is kindly requested.

For at least the reasons discussed above, Applicants respectfully submit that the cited references fail to disclose or suggest all of the elements of the claimed invention. These distinctions are more than sufficient to render the claimed invention unanticipated and unobvious. It is therefore respectfully requested that all of claims 1, 2, 5-10, 17-20, 27 and 28 be allowed, and this application passed to issue.

If for any reason the Examiner determines that the application is not now in condition for allowance, it is respectfully requested that the Examiner contact, by telephone, the applicants' undersigned representative at the indicated telephone number to arrange for an interview to expedite the disposition of this application.

In the event this paper is not being timely filed, the applicants respectfully petition for an appropriate extension of time. Any fees for such an extension together with any additional fees may be charged to Counsel's Deposit Account 50-2222.

Respectfully submitted,



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